

**Robert O. Oakes**  
Mayor

**Wayne Gray**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager



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**Doug Remaley**  
Commissioner

**Anna Sadler**  
Commissioner

**M. Renée Cahoon**  
Commissioner

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## **MEMORANDUM OF AGREEMENT**

### **Between the Town of Cary and the Town of Nags Head**

This Memorandum of Agreement (hereinafter "Agreement") is made on the last date entered below between the Town of Cary and the Town of Nags Head (collectively referred to hereinafter as "the Parties") for the emergency relocation of government during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Town Code Chapter 14 and Chapter 166A of the North Carolina General Statutes.

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan (hereinafter "NCEOP"), The Town of Nags Head may request the use of designated facilities from the Town of Cary for the purpose of the continuation of government. These facilities would include space to operate a telephone bank and computer WEB access to communicate with citizens, operations staff, property owners and other parties who need access to Town government; AND

WHEREAS, The Town of Nags Head has requested that it be allowed the opportunity to relocate certain government functions to the Town of Cary and the Town of Cary is willing to provide the necessary facilities; AND

WHEREAS, the Parties have conferred as to the best methods and practices to allow the Town of Nags Head to operate remote government functions.

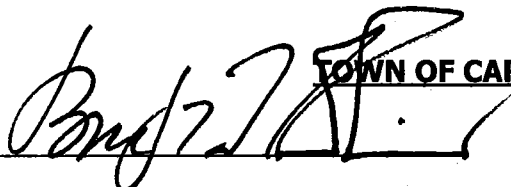
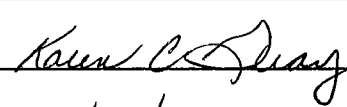
NOW, THEREFORE, the Parties agree as follows:

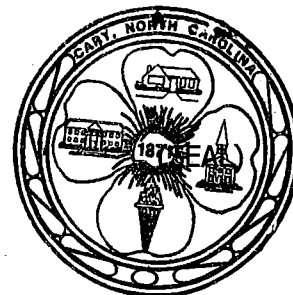
1. Town of Cary will provide space to operate a five (5) person phone bank.
2. The Town of Cary will provide internet access in order that The Town of Nags Head may update its WEB site.
3. The Town of Cary will provide access additional facilities such as bathrooms, break rooms and recreational areas as available during times when Nags Head staff are engaged in work activity.
4. The Town of Cary will provide said facilities for period not to exceed two weeks unless by further agreement.

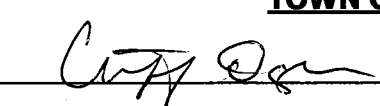
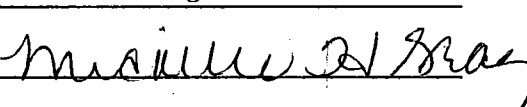
5. The Town of Nags Head will provide and pay for phone service for five phones lines for use in the facilities designated by the Town of Cary.
6. The Town of Nags Head will pay necessary Internet access charges for the period of use by the Town of Nags Head.
7. This Agreement may be modified only upon the written consent and approval of both parties.
8. This Agreement shall be in effect from the last date written below until July 1, 2015. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination to the non-terminating party. It is the intention of the Parties to discuss the renewal of this Agreement on an annual basis. Such renewals, if mutually agreed upon, shall be evidenced by an executed Supplemental Memorandum of agreement. The Parties may choose to negotiate new or changed terms at the time of renewal.
9. To provide consistent and effective communication between the Parties, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing their Agreement. The Principal Representative of the Town of Cary shall be the Director of Technology Services Department or designee. The Principal Representative of the Town shall be the Fire Chief or designee.

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement the **15th** day of **July**, **2010**.

By:   
TOWN OF CARY  
Its: TOWN MANAGER  
ATTEST:   
DATE: 7/21/2010



**TOWN OF NAGS HEAD**  
By:   
Its: Town Manager  
ATTEST:   
DATE: July 27, 2010

